

**STATE OF LOUISIANA**  
LOUISIANA AGRICULTURAL FINANCE AUTHORITY

RESPONSES WILL BE  
PUBLICLY OPENED  
August 13, 2021  
10:00 AM CST

**INVITATION TO BID**

Solicitation: 72203  
Opening Date: 08/13/2021

Vendor Name and Address: (to be completed by Vendor "typed or printed")

SUBMIT NON-ELECTRONIC RESPONSE  
TO: Louisiana Agricultural  
Finance Authority  
Procurement Division  
Suite 1000  
5825 Florida Blvd.  
Baton Rouge, LA 70806  
  
Solicitation Number: 72203  
Version: 1  
Buyer: JENNIFER BELLO  
Buyer Phone: 225-952-8162  
E-Mail: [jbello@ldaf.state.la.us](mailto:jbello@ldaf.state.la.us)

Name of Solicitation: LAFA OPELOUSAS BUILDING FLOORING REPLACEMENT

	Description	Quantity	Unit	Unit Price	Extended Amount
1	<p>Vendor to provide all tools, materials, and labor necessary to remove 9600 square feet of existing flooring and furnish and install 9600 square feet of vinyl composite tile and 2150 linear feet of six inch vinyl wall base molding for the Louisiana Agriculture Finance Authority, 1638 Creswell Lane, Opelousas, LA 70570.</p> <p>A mandatory jobsite visit is scheduled on August 3, 2021 between the hours of 10:00 am through 12:00 noon. Contractors should contact Chris Rowinsky at 225-952-8172 to schedule a time slot.</p> <p>3Location: 1638 Creswell Lane, Opelousas, LA 70570.</p>	1	Job		

Vendor phone number:	TITLE	DATE
Fax Number:		
Signature of Authorized Bidder	Name of Bidder (Typed or printed)	

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
7. DESIRED DELIVERY: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE WITH INK OR TYPEWRITTEN.
11. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.
12. CONFERENCE: ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION IF APPLICABLE
13. BID FORMS.  
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
  - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
  - B. BID FILLED OUT IN PENCIL; AND
  - C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING. ALTERATIONS TO PRICE MUST BE RECEIVED IN A SEALED ENVELOPE WITH THE BID NUMBER, OPENING DATE AND TIME DISPLAYED ON THE OUTSIDE OF THE ENVELOPE AND TIME STAMPED BEFORE BID OPENING. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, AND ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER SHOULD STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

(1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;

(2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;

(3) MISREPRESENTATION BY THE CONTRACTOR;

(4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;

(5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;

(6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT.

THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL., ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. FEDERAL CLAUSES, IF APPLICABLE.

#### CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

#### ANTI-KICKBACK CLAUSE

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

#### CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

#### CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

#### ANTI-LOBBYING AND DEBARMENT ACT

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

#### 33. CERTIFICATION OF NO SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).

34. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE LA R.S. 12:1308.2) MUST BE REGISTERED AND IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

35. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

## Scope of Work

Contractor to provide all labor, materials, equipment, and tools necessary to remove 9600 square feet of existing vinyl flooring and furnish and install 9600 square feet of vinyl composite tile and 2150 linear feet of six inch vinyl wall base molding, in strict accordance with the following specifications.

Contractor shall remove and dispose of existing glue down carpet and prepare sub-floor prior to installation of new Vinyl Composite Tile.

Contractor will be required to buff, seal and wax the new flooring prior to acceptance of job.

VCT material must meet the following specification:

- Internal Specification: ASTM F1066 – Class 2 Through Pattern, ISO 10595 Type II
- Size: 12" x 12"
- Overall/Wear Layer Thickness: 1/8"
- Factory Finish: Fast Start or approved equal
- Through-Color/Pattern Wear Layer
- Installation: S-515 High Moisture, S-525, S-700, S-240 or Flip Spray Adhesive
- Five Year Commercial Warranty

Armstrong Cool White 51899 Standard Excelon Imperial Texture VCT 12 x 12 Floor Tile or approved equal.

Vinyl wall base molding to be six inch rubber base, color: gray.

### General Requirements

Furniture, appliances and/or equipment must be moved to necessitate installation. Contractor is responsible for moving necessary furniture/boxes and resetting once job is complete. The Louisiana Agricultural Finance Authority will be responsible for disconnecting, moving and resetting computer equipment.

Contractor is to perform all repairs to sub-floor necessary to make existing floor ready to receive new flooring. Contractor is to furnish and install transition strips at doorways where applicable.

Contractor is to remove and dispose of existing cove base molding and furnish and install new 4.5" commercial rubber cove base in all areas where new tile is installed.

The color of the cove base is to be gray.

Contractor is responsible for adjusting/replacing thresholds as appropriate/necessary. VCT and cove base are to be installed with manufacturer's recommended application requirements and adhesive.

Contractor is to clean-up and dispose (off-site) any debris resultant from job, inclusive of removing existing glue down carpet and existing base.

Installation is to be coordinated with the Louisiana Agricultural Finance Authority staff.



\*\*\*\*\* JOBSITE VISIT\*\*\*\*\*:

VENDOR SHALL INSPECT JOBSITE TO VERIFY MEASUREMENTS, EQUIPMENT, AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE SOLICITATION, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY PROCUREMENT OFFICE IMMEDIATELY.

VENDOR MAY CONTACT CHRIS ROWINSKY AT 225-952-8172 OR BY EMAIL AT [CROWINKY@LDAF.STATE.LA.US](mailto:CROWINKY@LDAF.STATE.LA.US) FOR ADDITIONAL JOBSITE VISIT INFORMATION.

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JOBSITE VISIT IS MANDATORY AND SCHEDULED ON AUGUST 3, 2021 BETWEEN THE HOURS OF 10:00 AM THROUGH 12:00 NOON. FAILURE TO COMPLY WILL ELIMINATE YOUR BID FROM AWARD CONSIDERATION.

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THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOBSITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

_____ VENDOR'S COMPANY NAME	_____ DEPARTMENT OF AGRICULTURE & FORESTRY
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_____ VENDOR REP'S NAME (PRINTED)	_____ AGENCY REP'S NAME (PRINTED)
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_____ VENDOR'S SIGNATURE	_____ AGENCY'S SIGNATURE
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\_\_\_\_\_  
DATE

**BID DELIVERY INSTRUCTIONS FOR LOUISIANA DEPARTMENT OF  
AGRICULTURE & FORESTRY  
LAFA**

Bids may be mailed through the U.S. Postal Service or delivered by hand courier service to:

Louisiana Department of Agriculture & Forestry  
Louisiana Agricultural Finance Authority  
Procurement Section  
Suite 1000  
5825 Florida Blvd.  
Baton Rouge, LA 70806

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Agriculture & Forestry is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

**Please State Earliest Possible Start Date:**

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**Please State Estimated Number of Days for Completion of Project:**

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Calendar of Events:

Mandatory Jobsite Visit: August 3, 2021 between the hours of 10:00 am and 12:00 noon

Deadline to receive written inquiries: August 6, 2021

Deadline to answer written inquiries: August 10, 2021

Bid Opening Date and Time: August 13, 2021,

NOTE: The State of Louisiana reserves the right to revise this calendar. Revisions before bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

**Bidder Inquiries:**

Louisiana Agricultural Finance Authority shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Agricultural Finance Authority  
Attention: Jennifer Bello  
5825 Florida Blvd.  
Baton Rouge, LA 70806  
E-Mail: [jbello@ldaf.state.la.us](mailto:jbello@ldaf.state.la.us)  
Phone: 225-952-8162  
Fax: 225-237-5676

An addendum will be issued and posted at the State of Louisiana LaPAC website to address all inquiries received and any changes or clarifications to the bid.

LaPac is the state's online electronic posting and notification system:  
<http://www.doa.la.gov/osp/index.aspx>

**Terms and Conditions:** This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

**Vendor's Forms:** The Purchase Order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

**Acceptance:** Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified period.

**Payment:** Payment will be made on the basis of unit price as listed on the purchase order. Such price and payment will constitute full compensation for the contract.

**Cancellation:** The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

**Controversies:** Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.

**Late Payments:** Late payments; if any shall be paid in accordance with R.S. 39:1695.

**Certification of No Suspension or Debarment:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements of OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov).

**Compliance with Civil Rights Laws:** By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**Mandatory Jobsite Visit:**

A mandatory jobsite visit shall be conducted prior to submitting a bid at the Opelousas Louisiana Agricultural Finance Authority Building, 1638 Creswell Lane, Opelousas, LA 70570. The jobsite visit should be scheduled between the hours of 10:00 am through 12:00 noon, August 3, 2021. Please contact Chris Rowinsky at 225-952-8172 for further information concerning the jobsite visit requirements.

Before submitting bids, bidders must inspect the proposed site and acquaint themselves with all of the conditions under which the work will be done. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work.

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, the same shall be brought to the attention of the LAFA Procurement personnel prior to bid opening.

**Contractors' License:**

Contractor License Requirement In accordance with R.S. 37:2150-2192 contractors must maintain a current license with the Louisiana State Licensing Board for Contractors in the appropriate classification, Commercial, for a commercial project involving fifty thousand dollars (\$50,000) or more, one dollar (\$1) or more for hazardous materials or mold remediation, or ten

thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical for the duration of the contract period

In accordance with La. R.S. 37.2163, anyone objecting to the above classification(s) must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten (10) business days prior to the day on which the bid is to be opened.

**Permits, Licenses and Laws:**

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the job site and the State of Louisiana.

**Guarantee:**

If, within one (1) year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the agency/owner to do so unless the agency/owner has previously given the contractor a written acceptance of such condition. The agency/owner shall give such notice promptly after discovery of the condition

**General Requirements:**

The bidder agrees that this bid shall be good for a period of ninety (90) days.

If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days.

Bidder should indicate either their compliance with each stated specification requirement, or their proposed specification. Failure to indicate any deviations will be interpreted to mean bidder is furnishing exactly as specified.

## **INSURANCE REQUIREMENTS FOR CONTRACTORS:**

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. WORKERS COMPENSATION**

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$500,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED AND THE EMPLOYERS LIABILITY LIMIT INCREASED TO A MINIMUM OF \$1,000,000. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY.

#### **2. COMMERCIAL GENERAL LIABILITY**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

#### **3. AUTOMOBILE LIABILITY**

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

**C. OTHER INSURANCE PROVISIONS**

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

**1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- A. THE AGENCY, it's OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.
- B. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS. ANY INSURANCE OR SELF- INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.
- C. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

**2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

**3. ALL COVERAGES**

- A. COVERAGE SHALL NOT BE CANCELED, SUSPENDED, OR VOIDED BY EITHER PARTY (THE CONTRACTOR OR THE INSURER) OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY.
- B. NEITHER THE ACCEPTANCE OF THE COMPLETED WORK NOR THE PAYMENT THEREOF SHALL RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.

C. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.

D. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

**D. ACCEPTABILITY OF INSURERS**

ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF A-: VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS COMPENSATION COVERAGE ONLY. IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE AS REQUIRED IN THE CONTRACT.

**E. VERIFICATION OF COVERAGE**

CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL THEREAFTER.

IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION ENDORSEMENT FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE AS ABOVE PROVIDED, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.



#### **F. SUBCONTRACTORS**

CONTRACT SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

#### **G. WORKERS COMPENSATION INDEMNITY**

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF

THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.

CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT.

**I. THIRD PARTY BENEFICIARIES**

BOTH BIDDER/CONTRACTOR AND THE STATE UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF THIS CONTRACT ARE NOT INTENDED TO NOR DO THEY CONFER ANY RIGHTS, BENEFITS, OR REMEDIES UPON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO.